

## EASTERN DIVISION

a Federal Savings Bank,

Plaintiff,

VS.

corporation,

## Defendants

07 C 6224

Honorable Judge Ronald A. Guzman

**AFFIDAVIT OF TODD CAMP**

I, Todd Camp, being first duly sworn on oath, depose and state as follows:

1. I am the First Vice President with the Plaintiff, Indymac Bank, F.S.B. (“Bank” or “Plaintiff”). If called as a witness in this matter, I can competently testify to the facts set forth in this Affidavit.

2. Plaintiff maintains files on all of the loans it makes, either on a direct basis to a customer or as a result of a purchase by Plaintiff of a lease, retail installment contract or other form of security documentation from one of its commercial customers; and these files are kept, maintained and reviewed in the ordinary course of Plaintiff's business.

3. The files contain either original or copies of all loan documentation depending upon the internal rules of Plaintiff with respect to the safekeeping of specific loan documents.

4. As Plaintiff's officer with principal responsibility for the loan to the Defendant Hawthorne Orlando Corporation, I am custodian of Plaintiff's files pertaining to this loan.

5. I am familiar with the material allegations of the Complaint and those allegations are true in substance and in fact.

6. Defendant Hawthorne Orlando Corporation owes the Plaintiff the following amounts, pertaining to the Note and/or Guaranty referenced in the Complaint, as of April 29, 2008:

Principal	\$42,945,512.98
Accrued interest (up to 04//15/08)	\$ 4,667,347.99
Late Fees	\$ 301,087.26
Property Taxes	\$ 430,378.20
Inspection Fees	\$ 200.00
Appraisal Fee	\$ 4,000.00
Endorsement Fee	\$ 750.00
Attorneys' fees to date	\$ 218,200.09
<b>Total</b>	<b>\$48,567,476.52</b>


7. All setoffs and credits have been appropriately applied to the account of the Defendants hereunder.

8. There are other charges which the Defendant are obligated to pay under the terms of said Note and Guaranty and while those charges are not definitely ascertainable at this time, provisions for their payment and assessment should be made in the Judgment Order.

9. Further, Affiant sayeth naught.

  
TODD CAMP

SUBSCRIBED and SWORN to before me  
this 1<sup>st</sup> day of May, 2008.

  
NOTARY PUBLIC

